

UNOFFICIAL COPY



QUIT CLAIM DEED

COOK COUNTY
RECORDER

IMPRINT

CORRECTION:

08 YR. IS 1998.

DEPT-01 RECORDING

T#0009 TRAN 4220 11/05/98 12:46:00

#4795 RC #-02-000428

COOK COUNTY RECORDER

08000628

THIS INDENTURE, made this 27th day of August, 1998, between Merced Santoyo and Teresa Santoyo, his wife, of Chicago, Illinois, parties of the first part, and Rodrigo Santoyo, a Bachelor of Chicago, Illinois, party of the second part,

WITNESSETH, That the parties of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION in hand paid, QUIT CLAIMS TO the parties of the second part, the following described Real Estate, to-wit:

Lot 3 in Resubdivision of Lots 20 to 29 inclusive in Block 15 in McMillan and Wetmore Fourth Addition to Chicago, in the South East Quarter of Section 27, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. Subject to restrictions, covenants and conditions of record and 1997 installment real estate taxes and subsequent years.

TO HAVE AND TO HOLD the above granted premises unto the party of the second part forever.

Permanent Real Estate Index Number: 16-27-430-039-0000

Address of Real Estate: 4052 West 31st Street, Chicago, IL

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Merced Santoyo by Rodrigo Santoyo Teresa Santoyo by Rodrigo Santoyo
Merced Santoyo by Rodrigo Santoyo, Attorney in Fact Teresa Santoyo by Rodrigo Santoyo, Attorney in Fact

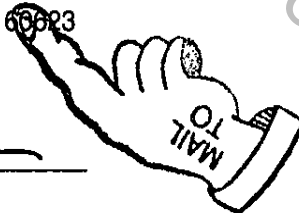
Send subsequent tax bills to: Grantee at property address.

This instrument prepared by: Adriana Duran, 2622 S. Tripp Ave., Chicago, IL 60623

This transaction is exempt pursuant to Sect. 3 of Paragraph 5

Adriana Duran

PROFESSIONAL NATIONAL
TITLE NETWORK, INC.



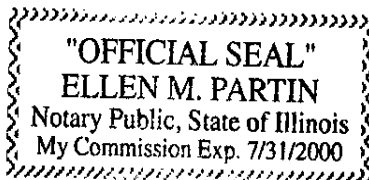
08000628

UNOFFICIAL COPY

State of Illinois)
)SS:
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Merced Santoyo by Rodrigo Santoyo, Attorney in Fact and Teresa Santoyo by Rodrigo Santoyo, Attorney in Fact, personally known to be the same persons and whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 20th day of August, 1998.



Ellen M. Partin

Notary Public

Commission expires: _____

Mail to: Adriana Duran

2622 S. Tripp Ave
Chicago, IL 60623

8000623



UNOFFICIAL COPY

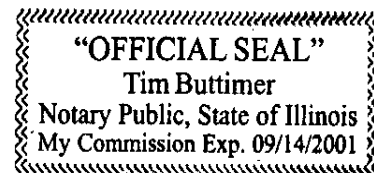
STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 11/5, 1998 Signature: _____
Grantor or Agent

Subscribed and sworn to before
me by the said Agent
this 5th day of Nov., 1998.

Notary Public Tim Buttner

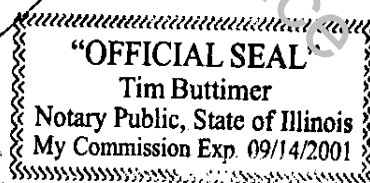


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated 11/5, 1998 Signature: _____
Grantee or Agent

Subscribed and sworn to before
me by the said Agent
this 5th day of Nov., 1998.

Notary Public Tim Buttner



Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

3000628

UNOFFICIAL COPY

WHEN RECORDED, RETURN TO:
FIRST CHICAGO NBD MORTGAGE COMPANY
ATTN: LOAN REVIEW,
P.O. BOX 7095
TROY, MI 48007-9869

PREPARED BY:
SILVIA PEREZ
ONE 1ST NATIONAL PLAZA ST 0154
CHICAGO, IL 60670

08000629
COOK COUNTY
RECORDER
IMPRINT
CORRECTION
08 YR. IS 1998
MORTGAGE

DEPT-01 RECORDING
T#00009 TRAN 4220 11/05/98 12:47:00
#4796 = RC #-08-000629
COOK COUNTY RECORDER

4912705
PROFESSIONAL NATIONAL
TITLE NETWORK, INC.

THIS MORTGAGE ("Security Instrument") is given on AUGUST 27, 1998
RODRIGO SANTOYO A SINGLE MAN

("Borrower"). This Security Instrument is given to
which is organized and existing under the laws of
address is 900 TOWER DRIVE, TROY, MI 48098

FIRST CHICAGO NBD MORTGAGE COMPANY,
THE STATE OF DELAWARE

("Lender"). Borrower owes Lender the p

FIFTY THREE THOUSAND AND 00/100
Dollars (U.S. \$

Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, d
SEPTEMBER 01, 2013

evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (h
other sums, with interest, advanced under paragraph 7 to protect the security of this Security
the performance of Borrower's covenants and agreements under this Security Instrument an
purpose, Borrower does hereby mortgage, grant and convey to Lender the following describ
CITY OF CHICAGO, COOK
LOT 3 IN RESUBDIVISION OF LOTS 20 TO 29 INCLUSIVE IN BLOCK 15 IN MCMI
WETMORE FOURTH ADDITION TO CHICAGO, IN THE SOUTH EAST QUARTER OF SECT
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, I
COUNTY, ILLINOIS.

#16-27-430-039

which has the address of: 4052 W 31ST STREET, CHICAGO
Illinois 60623
[Zip Code] ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 5/91
VMP MORTGAGE FORMS (800)521-7291
Initials: RS

UNOFFICIAL COPY

7. Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter existing on the Property insured against loss by fire, hazards included within the term "hazard" as defined in the policy, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained for the periods that Lender requires. The insurance carrier providing the insurance shall be one Lender may, at Lender's option, obtain coverage to protect the improvements.

All insurance policies and renewals shall be acceptable to Lender and shall be maintained in full force and effect.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter to be constructed on the Property subject to a Property insured against loss by fire, hazards included within the term "hazard" as defined in the policy, including floods or flooding, for which Lender requires insurance. This insurance shall be obtained and maintained for the periods that Lender requires. The insurance carrier providing the insurance shall be one of the carriers approved by Lender, and Lender may, at Lender's option, obtain coverage to protect the Property in the event of a loss. Borrower shall provide a notice identifying the insurance policy to Lender within 10 days of the giving of the notice.

All insurance policies and renewals shall be acceptable to Lender and shall include coverage to protect Lender's interest in the property. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall provide all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall cooperate with the insurance carrier and Lender. Lender may make use of the proceeds of any insurance policy to the extent of the amount of the loan. The proceeds of any insurance policy shall be subject to the control of Lender.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to the restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then, Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument. Unless Lender is notified in writing within 30 days of the date of the loss, Lender may make proof of loss if not made promptly by Borrower. Prompt notice shall be given to Lender by Borrower.

Unless Lender and Borrower otherwise agree in writing, any application for postponement of the due date of the monthly payments shall be made under paragraph 2 of the Property is acquired by Lender, Borrower's right to any insurance policies and from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may, by causing the action or proceeding to be dismissed without fault and reinstate, as provided in paragraph 18, precludes forfeiture of the Borrower's interest. Borrower shall also be in default if Lender's good faith determination, based on information furnished by Borrower during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the subject real estate, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Right to Foreclose

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the

premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve for the period that Lender requires) provided by an insurer approved by Lender. If mortgage insurance coverage is not available, Borrower shall pay the premiums required to maintain the mortgage insurance coverage until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

10. Condemnation. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall be entitled to take any part of the Property, or for conveyance in lieu of condemnation, are hereby

proceeds of any award or claim for damages, direct or consequential, in connection with the taking of any part of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds, multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides; the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not constitute a release of the original Borrower or Borrower's successors in interest. Lender shall not modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by

UNOFFICIAL COPY

first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date

UNOFFICIAL COPY

specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ V.A. Rider

- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ Other(s) [specify]

- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Rodrigo Santoyo (Seal)
RODRIGO SANTOYO -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

STATE OF ILLINOIS,

County ss: Cook

I, The Undersigned
certify that RODRIGO SANTOYO A SINGLE MAN

, a Notary Public in and for said county and state do hereby

name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27TH

day of AUGUST, 1998

My Commission Expires:

Ellen M. Partin
Notary Public

This Instrument was prepared by:

SILVIA PEREZ

MP-6R(IL) (9405)

Page 6 of 8

4912705

"OFFICIAL SEAL"
ELLEN M. PARTIN
Notary Public, State of Illinois
My Commission Exp. 7/31/2000

Form 3014 9/90